Recorded Aug. 17, 1959 at 12:50 P. M.

Filed august 16,963

THIS PURCHASE MONEY MORTGAGE, Made this 8th \_\_\_\_,19\_59, by and between Edward E. Naill & Helen V. Naill, his wife & Janet L. Naill of the <u>Frederick County</u> in the State of Maryland, Mortgagors, and STYLECRAFT

HOMES INC., a Maryland Corporation, Mortgagee WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of \$ 7381.00 being the balance of the purchase price due by the Mortgagors to the Mortgagee for a pre-fabricated house this day sold by the Mortgagee to the Mortgagors to be erected on the hereinafter described lot of ground, which sum the said Mortgagors covenant

and agree to pay to the Mortgagee, together with interest at the rate of 6% per annum and 1% annual service charge, in 83 consecutive, monthly installments of \$ 91.59 each, the first of which shall be due 60 days from the date hereof and the balance of 3782.09 shall be due and payable 84 months after the

payment of the first installment due hereunder. NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and convey unto Stylecraft Homes Inc., their successors and assigns, all that lot or parcel of ground situate and lying in

Frederick County , State of Maryland, and being the same lot of ground fully described in a Deed dated 9-16-55 and recorded among the Land Records of

County in Liber #551 ,folio #529 wherein the aforesaid lot of ground was granted and conveyed by George W. Smith unto the within Mortgagors. Reference to said Deed is hereby made for a full and more particular description of the said lot of ground hereby mortgaged, the same as if said description had been fully in-

TOGETHER with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining,

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid unto the said Stylecraft Homes, Inc., its successors and assigns, forever, in fee simple, PROVIDED, that if the said Mortgagors, their personal representatives, heirs or assigns, shall well and truly pay or

cause to be paid the aforesaid sum due hereunder and all installments of interest and service charges when and as the same shall be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this mortgage shall be void.

And the said Mortgagors hereby assent to the passage of andecree for the sale of the property hereby mortgaged, in accordance. with Article 66, Annotated Code of Maryland, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, their successors or assigns, or Samuel J. Friedman, their attorney, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale of said property, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland, relating to mortgages, or any supplement, amendment or addition thereto.

AND, it is agreed that until default to be made in the premises, the said Mortgagors, their personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. The Mortgagors shall pay in the meantime all taxes, assessments, public dues and levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt, hereby secured; which the Mortgagors covenant to pay when legally payable.

PETITIONER'S EXHIBIT "NO.1"

Frederick

corporated herein.

